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September 1, 1981

Washington, D. C.

RECORDATION NO. 6233-D  
Filed 1425

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

SEP 1 1981-10 22 AM  
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On July 13, 1971 at 12:10 P.M., there was filed and recorded with the Interstate Commerce Commission a railroad Equipment Lease dated as of June 25, 1971 ("Equipment Agreement"), between Waverly Leasing Corporation, as Lessor, and Illinois Terminal Railroad Company, as Lessee. The Equipment Agreement was assigned recordation number 6233.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company  
710 North Twelfth Boulevard  
St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company  
8 North Jefferson Street  
Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

Mrs. Agatha L. Mergenovich  
September 1, 1981  
Page 2

A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

<u>Number of Units</u>	<u>Description</u>	<u>AAR Designation</u>	<u>Road Numbers</u>
60	Boxcars	XM	ITC 8400-8459

After the enclosed Assignment and Assumption Agreement has been duly recorded, please return two of the original counterparts, stamped with the ICC recordation data, to our representative who delivered these documents to you.

Sincerely,



w/  
Enclosures

c: J. Jones  
D. E. Middleton  
R. R. McDaniel  
J. T. Valleroy

## ASSIGNMENT AND ASSUMPTION AGREEMENT

SEP 1 1981 10 52 AM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

Waverly Leasing Corporation, a Pennsylvania corporation ("Lessor"), and Terminal entered into a certain Railroad Equipment Lease Agreement dated as of June 25, 1971, as amended ("Equipment Agreement"), providing for the lease by Lessor to Terminal of the railroad equipment covered by the Equipment Agreement ("Equipment") upon certain terms and conditions.

The Equipment Agreement provides that Terminal may not sell or convey its property and assets substantially as an entirety to another corporation, unless (i) the successor corporation shall be a corporation incorporated under the laws of the United States or any state or states thereof, (ii) upon such sale or conveyance the successor corporation shall expressly assume the due and punctual payment of all Rent and Casualty Value (as defined in the Equipment Agreement) as well as the due and punctual performance and observance of all other terms and provisions of the Equipment Agreement to be performed by Terminal, (iii) after giving effect to any such sale or conveyance no Event of Default (as defined in the Equipment Agreement) shall have occurred and be continuing, and (iv) Lessor shall be promptly notified of such sale or conveyance.

The Equipment Agreement further provides that any such purchasing corporation shall be substituted for Terminal as Lessee thereunder.

NW is a corporation incorporated under the laws of the Commonwealth of Virginia.

Concurrently with the delivery hereof, NW has acquired from Terminal substantially all the assets and lines of railroad of Terminal and the giving of effect to such acquisition does not constitute an Event of Default under the Equipment Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

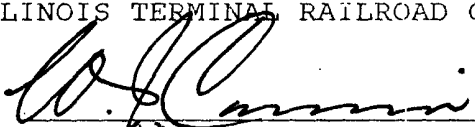
1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume the due and punctual payment of all Rent and Casualty Value (as defined in the Equipment Agreement) in accordance with the terms of the Equipment Agreement, as well as the due and punctual performance and observance of all other terms, covenants and conditions of the Equipment Agreement to be kept and performed by Terminal.

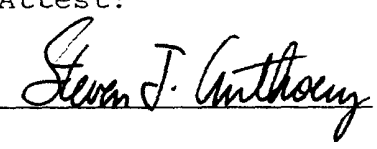
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ILLINOIS TERMINAL RAILROAD COMPANY

By


  
President

Attest:

  
Assistant Secretary

NORFOLK AND WESTERN RAILWAY COMPANY

By

  
Executive Vice President

Attest:

  
Assistant Secretary

STATE OF MISSOURI       )  
                                   ) SS:  
 CITY OF ST. LOUIS       )

On the 25<sup>th</sup> day of August, 1981, before me  
 personally appeared W. J. Cassin, to me  
 personally known, who being by me duly sworn, says that he is  
 the President of Illinois Terminal Railroad Company  
 that the seal affixed to the foregoing instrument is the  
 corporate seal of said corporation, that said instrument was  
 signed and sealed on behalf of said corporation by authority  
 of its board of directors, and he acknowledged that the  
 execution of the foregoing instrument was the free act and  
 deed of said corporation.

John W. Horan  
 Notary

My Commission expires:

Jan. 3, 1982

JOHN W. HORAN  
 NOTARY PUBLIC—STATE OF MISSOURI  
 ST. LOUIS COUNTY  
 MY COMMISSION EXPIRES JAN. 3, 1982

NOTARY FOR THE COUNTY OF ST. LOUIS  
 WHICH ADJOINS THE CITY OF ST. LOUIS

COMMONWEALTH OF VIRGINIA   )  
                                   ) SS:  
 CITY OF ROANOKE            )

On the 24<sup>th</sup> day of August, 1981, before me  
 personally appeared John R. Turbivill, to me  
 personally known, who being by me duly sworn, says that he is  
 the EXECUTIVE VICE PRESIDENT of Norfolk and Western Railway Company  
 that the seal affixed to the foregoing instrument is the  
 corporate seal of said corporation, that said instrument was  
 signed and sealed on behalf of said corporation by authority  
 of its board of directors, and he acknowledged that the  
 execution of the foregoing instrument was the free act and  
 deed of said corporation.

James B. Davis  
 Notary

My Commission expires:

April 8, 1983